

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Agreement is entered into by and between Valerie Johnson ("Johnson") and Amy Cartledge ("Cartledge") (collectively "Plaintiffs") and Dr. Donna C. Haley M.D., P.C., ("Haley M.D., P.C.") and Donna C. Haley ("Haley") (collectively "Defendants").

WHEREAS, Plaintiffs previously were employed with Haley M.D., P.C.;

WHEREAS, Plaintiffs filed a lawsuit against Defendants, Civil Action File No: 1:12-cv-01450-TWT;

WHEREAS, Plaintiffs and Defendants desire to resolve all matters that are or might be disputed between them without further recourse to legal or other proceedings;

NOW, THEREFORE, for and in consideration of the agreements, representations, covenants and warranties recited hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by signing this General Release and Settlement Agreement Plaintiffs and Defendants do hereby agree, covenant and warrant as follows:

1. Defendants agree to pay eighty thousand dollars (\$80,000.00) as follows:
Defendants will pay this sum to the Buckley & Klein trust account.
2. No taxes will be taken out of these payments. Plaintiffs understand and agree that they shall be responsible for the payment of any and all taxes which may become due in connection with payments to them. They agree to indemnify and hold Defendants harmless against and from any and all tax claims, interest and penalties. Defendants shall issue a 1099 form to the Buckley & Klein trust account for these payments.
3. Plaintiffs agree to dismiss with prejudice the suit against Defendants upon

____VJ ____AC

____DH

payment in full of \$80,000.00, with each side bearing their own costs.

4. Plaintiffs, for themselves, their heirs, executors, administrators, successors and assigns, hereby forever and finally release, settle, waive, reach accord and satisfaction, remise, discharge, and acquit Defendants from each, every and all claims, demands, actions and causes of action of any kind or nature, known or unknown, including, but not limited to, any and all claims for costs and attorneys' fees, arising or existing until the signature dates of this General Release and Settlement Agreement. Without limiting the generality of the foregoing, it is expressly understood that this General Release and Settlement Agreement is in full accord and satisfaction of and extinguishes any and all claims, demands, actions or causes of action arising or claimed to arise out of Plaintiffs' employment with and separation from Haley M.D., P.C., and all events and conduct in connection therewith. It is expressly understood that this General Release and Settlement Agreement includes, but is not limited to, any and all claims which might be alleged as violations of any federal, state or municipal law, order or regulation prohibiting employment discrimination, harassment or retaliation. This Release also includes any and all claims related to the payment of wages. Upon completion of the terms of this settlement, Plaintiffs agree they will be owed no additional compensation. Plaintiffs expressly waive and release all claims for wages or other compensation, back pay, and liquidated damages. This Release also includes, but is not limited to, any other statutory, tort, quasi-contract, or contract action which might be brought in federal, state or municipal court under federal, state or municipal law.

5. Plaintiffs agree to never institute any suit, complaint, proceeding, or action of any kind in any federal, state or municipal court arising from or relating to their employment with and separation from Defendants, except in an action instituted by one of the parties herein alleging a breach of this Agreement. Plaintiffs also agree that they will not join, participate in, or consent to opt in to any claim that they are similarly situated to any former or current employees of Defendants, and that they will elect to opt out of any action against Defendants of which they are involuntarily made a member or participant.
6. The parties acknowledge that they are compromising disputed claims. The parties acknowledge that there is a bona fide dispute as to liability for any wage-related claims, the amount of hours worked, and compensation due. The parties expressly agree and stipulate that this General Release and Settlement Agreement and payments pursuant to it cannot in any way be construed as an admission of liability by Defendants of any violation of federal, state or local law, regulation or the common law of any state, or of any policy of Defendants; to the contrary, liability is expressly denied.
7. Plaintiffs acknowledge that they will not seek reinstatement or future employment with Defendants. Plaintiffs further acknowledge that Defendants shall not be under any legal or equitable obligation whatsoever to consider them for reinstatement or employment at any time.
8. Plaintiffs and Defendants agree to submit the final terms of this Settlement Agreement to the Court for its final approval.
9. Plaintiffs understand and acknowledge that they will not cooperate voluntarily in

any proceeding against Defendants based on any facts or alleging any damages that arose prior to execution of this Agreement, including their or any other individual's employment with Defendants or their or any other individual's compensation paid or purportedly owed by Defendants. Nothing provided in this paragraph shall interfere with Plaintiffs' obligations to respond to a lawfully issued subpoena by a court or agency of competent jurisdiction.

10. The terms of this General Release and Settlement Agreement are contractual, not merely a recital. The parties agree that this General Release and Settlement Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
11. Plaintiffs acknowledge that they have carefully read all terms of this General Release and Settlement Agreement, that it contains the entire agreement between them and Defendants, that no amendment or modification hereto will be valid or binding unless in writing and signed by the parties, and that they enter into this General Release and Settlement Agreement voluntarily and in exchange for consideration given to them as described herein, which they acknowledge is adequate and satisfactory. Further, Plaintiffs acknowledge that they have been given a reasonable amount of time to consider this Agreement, understand its terms, and have consulted with their attorneys before signing it.

[Signatures on Following Page]

____VJ

____AC

____DH

Dr. Donna C. Haley, M.D., P.C.

Valerie Johnson

By: _____

Date: _____

Date: _____

Amy Cartledge

Donna C. Haley

Date: _____

Date: _____

____VJ

____AC

____DH